

1896-024
Lee Co.

Chancery Causes: L. M. Day for to vs. Hiram J. Howard to

Rose, Garrett, Chance, Shoemaker, Kane

CA-Debt
T-Property

-Deed

To the Hon. H. S. K. Morrison, Judge of
the Circuit Court for Lee Co., Va.

Humbly complaining, your orator
L. M. Day, who sues for the benefit
of J. L. Shoemaker, Adms. of the
estate of H. S. Kane, deceased, sheweth
unto your honor that on the 2nd day
of April, 1888, he obtained in said
court a judgment against Sam-
uel Rose for \$35⁰⁰/₁₀₀, with the interest
thereon from 1st day of January,
1878, till paid and \$10.81 costs,
on which said judgment a writ
of fieri facias was duly issued from
the clerk's office of said court, which
said writ was placed in the hands
of the Sheriff of said county to be
executed, and was on the return
day thereof returned by the sheriff
with the indorsement thereon "Not
executed."

Your orator further states that
on the 10th day of Apr. 1888, he has
docketed his said judgment in
the county court clerk's office of
said county; that the said Sam-
uel Rose was at the time of the
docketing of said judgment sued

and possessed of a tract of land in fee, lying and being in Len County, and bounded by the lands of Geo. H. Garrett and others; and that he is advised that his judgment, no part of which has been paid is a lien on said real estate; that the rents and profits of said real estate - will not satisfy the said judgment in five years.

And your orator further states that after obtaining and docketing his said judgment said Samuel Rose sold and conveyed his said real estate - to one Hiram Howard, who is now the owner and possessor of the same.

And that he is advised that his said judgment is a lien on said land now in said Howard's possession.

In under consideration whereof, forasmuch as your orator is remediless in the premises, save by the aid of a court of equity; where matters of this kind are alone and properly cognizable,

your orator prays that the said Samuel Rose and Hiram Howard be made parties defendants to this bill, and required on their corporate oath to answer the same, according to the best of their knowledge and belief, as fully and particularly as if the statements of this bill were here again repeated, and the said defendant thereto specially interrogated; that order of publication be made against Samuel Rose, who is a non-resident; that the said real estate, or so much thereof as may be necessary, be sold to satisfy your orator's judgment, and that your honor will grant unto your orator such further and general relief as may be consistent with equity and the case requires. May I be excused &c.

May it please &c, and your orator will ever pray &c.

Perrington & Gouin,
P. J.

Prin debt. Int from Jan. 1 st 1878	35.00
Int to Aug. 1 st 1893.	32.72
Add cost at law	10.81
Add cost chex suit	\$78.53
	36.93
	<u>\$115.46</u>

17. 1893.
 L. M. Day for &c.
 vs Bill in Chancery
 Hiram Howard & al.

1893 1st Feb'y Rules Bill
 filed 2nd Jan. 1893
 Defendant to D. W. as
 to leave order book &
 to now resident & left
 " 2nd Feb'y Rules order book
 Completed D. W. Corry
 & Cause set for hearing
 by Plaintiff

To the Hon. H. S. K. Morrison, Judge
of the Circuit Court of the County,

The undersigned Lie of your
Compt. L. M. Day who acts for the benefit
of J. L. Shoemaker admin. of the estate
of H. S. Kane decd., respectfully sheweth
unto your honor that heretofore he exhib-
ited in this Court his original bill of
Complaint ^{against} Samuel Rose and
Hiram Howard, to which original
bill reference is here made for its
purport, and the same with its sever-
al allegations and prayer is still in-
sisted upon as being true and prayed
to be considered and read in connection
with and as a part of this, his, amend-
ed bill; that at the March term 1893
of your honors Court held for the
County, his said original bill had prop-
erly matured and was then ready to be
heard by your honor; that the same
was at that time of Court on your
honors docket and on the calling
thereof, on the 10th day of March, 1893
said Hiram Howard by leave of your
honor filed his separate answer to your
said Compt's said original bill; and
on the filing thereof leave was granted
your Compt to file this his amended

bill.

Your Compt. up to the time of the filing of said Howard's said answer was unaware of the character and nature of of the deed made by Rose wife to said Howard; it was not on record and he had not at anytime prior thereto ever seen it. He had always been informed that said Rose wife had conveyed to said Howard in fee. Like Deft. Howard your Compt. is at a loss to know whether exhibit "Q" is a deed, - he is advised ^{however} that it is not a deed, because void for uncertainty in a grantee. But let this matter be as it may, your Compt. is advised that his judgment is not affected thereby, that it is only necessary to have said deed construed in the want said land should be sold or rented so that the purchaser or renter might have title.

Your Compt. will further state that he was unaware of Deft. Rose having and owning the lands in this County or elsewhere at the time said Rose sold to said

Howard. In fact, he did not, it may have been that said Rose conveyed lands after said Howard's deed was made, but your Compt. is informed and alleges that these conveyances were made to lands that had long before been by said Rose contracted & sold - of which contracts & sales said Howard had notice before the deed made to him was executed; & therefore said Howard can not claim himself a complete & innocent purchaser without notice. It will be seen from an inspection of exhibit "C" reference is made to lands under contract to one Dorton; this Dorton land was by Dorton sold to G. H. Garrill, and as no deed had been made to Dorton, by an arrangement among Dorton, Garrill & Rose, the deed to the same was made directly to said Garrill by said Rose.

Your Compt., will again state that at the filing of his said original bill, he was ignorant of the fact that said deft. Howard had executed his note for

\$87.50 or any other sum to said
Rose as & for a part of the pur-
chase price of said land and
that said note had been assigned
to Peter F. Chance. As to whether
said Howard will be compelled
to pay said note & your Compt's.
said Judgment also, depends upon
circumstances. If said note is a
negotiable note he will, if not ne-
gotiable he may not. But this is
a matter between said Howard &
Chance & your Compt. should
not be affected thereby.

Your Compt. again alleges
as he did in his original bill that
he has an existing judgment lien
on said lands, that said judg-
ment was duly docketed and
is still unpaid. See Exhibits
"A" & "B" ~~at~~ which are prayed to
be a part of this bill.

The prayer therefore of your
Compt. is as it was in his original
bill and also that ^{Martha J. Howard} Hiram How-
ard, Samuel Rose and Geo H. Gar-
rett & Peter F. Chance be made
parties defendants to this amended
bill, that they each be required

to answer the same on oath, And
that your Complaint may have
full & general relief in the premises
as as the Nature of his case may
require. And your motion will ever
pray &c

Flemington & Grimes

A. G.

C 13.17 = Pd
 S 2.50 Pd
 Co C 50 Pd
 Dr 5.00 = Pd
 A 15.00 = Pd
\$36.17

Estimate .76 = Pd

\$36.93
 2.92

Extra
 cost by \$39.85
 continuance

to June term 1896

Received of Hiram J. Howard

\$2.92 my fees for ac-
 cumulated costs in this
 cause by reason of Con-
 tinuances not estimated
 in the above this the
 21st day of March 1896

AVB Munsey
 Clerk

TP 46

L. M. ~~for~~ ~~for~~

vs { Attended
Bills

Hiram Howard et al

1893 2nd May Rules Bill

Filed Spa Ard & D. Vis

" 1st June Rules taken

Last Monday in May

D. Visi Caught & Cause

act for hearing by Jff

To the Honorable H.S.K. Morison Judge of the Circuit Court of Lee C
County Virginia.

The separte answer of Hiram J. Howard to a bill filed ~~X~~
and others
against him¹ in this Honorable Court by L.M. Day for &c

Saving the benefit of all such objections as my be legally had to
the complainant's bill for its many imperfections or its other mistakes
for answer thereto or to such parts thereof he is advised that is mat-
erial for him to answer, answering he says, that he knows nothing of the
judgment set out in the plaintiff's bill and neither admits nor denies
the same, but requires full proof thereof, nor does he know any thing of
the doctrine of said judgment and demands full proof of the same. Respond-
ant admits that his co-defendant, Samuel S. Rose, was on the 10th day of
April, 1888, and for some time thereafter, seized of a certain tract of
land situated in said county and that the same was bounded by the lands
of G.W. Garret and others; but knowing nothing of the plaintiff's judg-
ment or of the doctrine¹ thereof he neither admits nor denies that the
same is a lien on said land.

Respondant denies the allegation of said bill "that the rents and prof-
its of said real estate will not satisfy the said judgment in five y
years". Respondant admits that after the date, when the plaintiff says
he obtained his judgment, that he purchased from the said Samuel S. Rose
a part of the land so owned by him but he denies that the said Rose
conveyed said tract of land to him, but on the contrary the said Rose
on the 9th day of September, 1890, made and executed and delivered to re-
spondant a paper purporting to be a deed purporting to convey unto the
heirs of your respondant a certain tract or tracts of land therein de-
scribed, and further providing that your orator and wife shall have full
control and management of said lands during their natural lives. It was
the intention of your orator to have said tract of land conveyed to
himself for life with remainder to his children, but your orator is ad-
vised that it is doubtful whether this deed conveys said tract of land
at all, as he is advised that a man cannot have heirs during his life.
Your orator will now further show your Honor that he agreed to pay the
said Rose for said land the sum of \$1800.00 that he paid him down the

sum of \$1225.00, the remaining \$575.00 was on time all of which will more fully appear from the inspection of said deed which is filed herewith and asked to be treated as part of this answer, marked exhibit "O". Respondant will now show your Honor that ~~if~~ said deferred payment of \$575.00 he has paid the whole, except the sum of \$87.50 which became due and payable on the 1st day of January 1893, ~~this~~ note for \$87.50 was assigned by the said Samuel S. Rose to one Peter F. Chance who is now the holder thereof. Respondant is advised that if the plaintiff^f has such judgment as he ~~claims~~ and that if the same is a lien on said land that then the balance due by him will have to be, or should be, applied to the payment thereof, and that he ought not to be required to pay said note to the said Chance and also to pay said judgment.

Respondant will now show your Honor that after the said Samuel S. Rose sold the tract of land aforesaid to him that he sold another small tract to one John Dorton, all of which will more fully appear by reference to said deed, a copy of which is here filed marked exhibit "P". The said Dorton kept said tract^r of land for a short time and then sold ^{and conveyed} the same to one Geo. W. Garrett, who is now the owner thereof.

Your orator is advised that if said judgment is a lien on said land that it is a lien upon all the land which the said Rose owned at the time it was docketed, and he is further advised that the last tract sold by him must first be subjected to the payment of said lien.

Respondant is advised that he is entitled to a conveyance to said land having paid all the purchase money except said sum of \$87.50 and that he is ready to pay the same whenever he can get title, and for the purpose of getting title from the said Rose, he prays that this answer may be treated as a cross-bill and that the said Samuel S. Rose and P. F. Chance be made parties defendant thereto and required to answer the same on oath, ^{and} that the said Samuel S. Rose be compelled to convey the same with covenants of general warranty. And now having answered said bill he prays to be hence dismissed.

Virginia
Lee County to wit
Hiram J. Stewart this day
C. I. Duncan atty
for Defendant.

personally appeared before me and
made oath in due form, that the
statements made in this answer
so far as they are made on his own
knowledge are true, and that so
far as made on information derived
from others he believes them to be
true. Given under my hand this
March 10th 1893. J. A. Hyatt

Filed in open Court
by Louis Howard
March 10th 1893
J. A. Hyatt

Wm. H. Howard
J. A. Hyatt

1 To the Hon. H. S. K. Monson Judge of the
2 Circuit Court of Lee County.

3 The separate demurrers and answers of
4 Geo. W. Gerritt to an ^{amended} bill of complaint filed
5 in this honorable court by L. M. Day who
6 sues for the benefit of J. L. Shoemaker, alone
7 against him and others; demurring says that
8 complainant's bill is not good and sufficient
9 in law & he accordingly demurs thereto.

10 Not waiving his said demurrer but wholly
11 relying and insisting thereon that should
12 any further action ensue he deemed
13 necessary for answer says; that it is true
14 that the said Ross sold and conveyed to
15 Geo. W. Dorton the land mentioned in said
16 amended bill and that the said Dorton
17 afterwards conveyed the same to this
18 respondent. And your respondent
19 further states that the said sale of land
20 to said Dorton was made something
21 near two years before defendant Hiram
22 J. Howard purchased the interest from said
23 Ross that although said Dorton's deed
24 to said land is of date Oct. 2, 1890 and
25 the deed of said defendant Howard bears
26 date Sept. 9th 1890, yet the purchase of said
27 land by Geo. W. Dorton (respondent's vendor) was
28 made long before and was known by said
29 defendant Howard as will be seen by reference
30 to the said Howard's deed which he files as an
31 exhibit marked "O" in which it is expressly stated that
32 "the heirs of Hiram J. Howard is to have a public road

1 through a piece of land under contract at this
 2 date to Doctor &c - Your respondent is further
 3 advised that the amount which said Bond
 4 still owes upon the purchase price of the said land
 5 as well as his interest bought since your
 6 notes vendors purchase should first be subjected
 7 to the payment of the said liens. Your respondent
 8 therefore prays that said note & land be
 9 first subjected to the payment of said liens claim
 10 and he prays to be hence dismissed
 11 with his reasonable costs -

12
 13 *J. W. Barrett & Blomquist*

14 *Virginia Lee County to wit.*

15 This day Geo. W. Barrett personally appeared
 16 before me and made oath that the foregoing
 17 contains the truth to the best of his knowledge &
 18 belief in so far as he knows himself and he believes
 19 it to be true in so far as he has obtained his
 20 information from others correct.

21 *Wine under my hand this June 7th 1893*
 22 *H. C. Foslyn J. P.*
 23
 24
 25
 26
 27

28
 29
 30
 31
 32
G. W. Barrett
also
L. W. Dayfonte
Filed in open court
by leave thereof
June 9th 1893
J. P. Foslyn

L.M. Day for &c.

vs. } de Chy.
Hiram J. Howard et al }

This cause came on again this day to be further heard upon the papers formerly read, and the report of Cour. A.M. Guins, filed May 16th, 1896, setting forth the payment to him of the note held by him as Cour. for the rental value of the land heretofore rented by him in this cause, and the disbursement of the proceeds thereof to the parties to whom the same is due. And said report having been filed for more than 10 days before the first day of the term of this court, and the same being unaccepted to, is hereby confirmed.

And all matters in controversy in this cause now being fully adjudicated, the same is stricken from the docket.

" H "

L.M. Day for &c.
vs. } Decree Final

Hiram J. Howard et al

Q.B. P. 391,

~~~~~  
Enter this decree,  
N. Hill  
this June 1, 1896.  
~~~~~

L. M. Day for & c.

vs,

Hiram Howard et al.

} In Chy.

This cause came on again this day to be heard upon the papers formerly read therein and the report of Commr. A. M. Goins, filed May 22, 1894, and said report, having been filed the required number of days before the entering of this decree, and the same being unexcepted to, is hereby confirmed. And it appearing from said report that Hiram Howard, who rented the land as set out in the report of Commr. A. M. Goins in his report filed in this cause on the 16 day of Oct, 1893, has not completed his undertaking by the payment of the note executed to said commr. as the price of said rental; and it appearing by an exhibition of the note that there is due \$79.51, with legal interest thereon from the 18th day of Sept, 1893; and the said Hiram J. Howard and J. N. Whitehead are the obligors in said note,

it is ordered that a rule be awarded
against each of them, returnable to the
first day of the next term of this court,
to show cause, if any they can, why
they should not be adjudged to pay
said note, and why ~~no~~ ~~much~~ of said
land shall not be re-rented, or sold,
on so much thereof, ^{sold} as may be necessa-
ry to pay said note. And this cause
is continued.

L. M. Day for ~~vs.~~

~~vs.~~ Deere

William Howard et al.

Entered on Chy. Ord. Book 4. P. 9.

Enter this decree,

this May 9, 1894,

W. M.

L. M. Day for VC.

vs.

Hiram Howard & als)

} In Chancery.

This cause came on again this day to be heard upon the papers formerly read therein and the report of Commr. A. M. Goins, filed therein on the 16th day of Oct., 1893, of the renting of the land directed to be rented by the decree entered in this cause on the 9th day of June, 1893; and said report having been filed for more than ten days before the first day of the term of this court, and the same being unexcepted to is hereby confirmed. And this cause is continued.

L. M. Day for &c -
v.s. } In Chancery -
Hiram Howard et al.

This cause came on this day to be heard upon the papers formally read therein and the amended bill of said plaintiff and the answer of Geo. W. Garret son of the def'to to said amended bill and replications thereto. On consideration of all which and it appearing to the court that process in said amended bill has been served upon said def'to, Hiram J. Howard, Matthew J. Howard for more than 15 days before the first day of this Court and P. H. Chace; and they failing to appear on motion of said Pl'tff said cause as to the three last named def'to^{is} ~~is~~ taken for confessed. It is therefore adjudged, ordered, and decreed - that J. L. Shoemaker assign of the estate of H. S. Hall demand recover of the def't, Samuel Ross the sum of Forty Five Dollars and 81 cents with legal interest on Forty Five Dollars as part thereof - from the 1st day of Jan 1878 till paid.

and the cost of their suit.

It is further adjudged, or-
dered, and decreed that the said
William J. Howard may pay said
sum of money and the cost of
their suit out of the money due
on the note for \$872⁰⁰ assigned by said Howard to said ^{change} ~~change~~
by him to P. F. Chance, and if said
~~debt~~ money and the cost of their suit
decreed to be paid said Schoenobler
is not paid within 20 days
from this date then and
in that event A. M. Garrison
who is appointed a special Com-
missioner for the purpose of
after having advertised the time
tenure and place of selling for 30
days at front door of court house
by notice posted and also in
the neighborhood of said land
and at such other places as he
may deem proper - on some
court day and at the front door
of the court house of the Co. will
offer the land in said bill
mentioned, subject the same land
on which said Howard now
resides, for sale at public
auction - and to the best bidder

* and what we mean he shall have pay
on this judgment at what court with
a writ to him on said note in
the hands of said Chance or his assigns

who will rent said land
for the next number of years
less fine and pay therefor
the said debt ^{cost} decreed to said
Shoemaker. Said commissioner
will require the rent
of said land - to pay down
the cost of this suit and
the ~~commission~~ for renting
and for the residue he will
take notes payable to himself
bearing interest from date
and with good personal se-
curity and payable within one
year therefrom. But before
said commissioner proceeds
to perform the duties imposed
upon him by ~~said~~ ^{this} decree he
will execute before the clerk of
this court a bond with good
security in a sum of \$1000
conditioned to faithfully per-
form the duties required of
him by the terms of this
decree. And he will report his
actions ~~actions~~ to court. And
this cause is continued.

L. M. Day for H. C. ~~Payne~~

V.S. { In Chancery

Hiram Howard, ^{chil-}
_{refn}

Entered Chas

A.B. pages 503-4

June 9th 1893,

J. A. S. Syatoc

Enter this Dece

June 9, 1893,

H. S. K. M.

L. M. Day for or

vs.

Hiram Howard et al

} per Chancery

This Cause came on this day to be heard upon the bill of the Complainant, and ~~as to the answer of~~ ^{the answer of} Hiram J. Howard, filed in open Court on March 10th 1890; and on motion of said Plaintiff on account of matters set up and alleged in said answer leave is hereby granted to said Complainant to amend his bill and the said Cause is remanded to rules - and this Cause is continued.

L. M. Day for re

W. Secor M.

Hiram Howard et al

Entered in Chy. O. B.
p. 455, March 10/93.
J. H. G. Hyatt, clk.

Enter this
March 10th 1893
H. S. M.
1 1 1

L. M. Day for & C.

vs.

} In Chancery.
Hiram Howard & als }

To the Hon. H. S. R. Morrison, Judge
of the Circuit Court for Lee Co., Virginia.

Your undersigned Special Commissioner reports, that, in pursuance of a decretal order entered in the above styled cause at the June term, 1893, of your honor's court, he, on the 18th day of Sept., 1893, at the front door of the court-house, after having advertised the time terms and place of renting, ^{as} directed by said decree, for 30 days, offered for rent the land in the plff's bill and proceedings mentioned, being the same land on which said Howard now resides, at public outcry, to the best bidder who would pay the debt &c. of the plffs, as set out in the aforesaid decree, together with the costs of this suit and the commission of renting, for the least number of years less than five. And the said Hiram Howard himself being the best bidder on said land, the same was accordingly knocked off to him. As required by the terms

of said decree, said Howard paid in hand a sum sufficient to pay the costs of this suit and the commissions of renting (\$45.37), and for the residue, he executed his note, with J. M. Whitehead as security, payable to your court, six months after the date thereof, for \$79.51, which is a sufficient sum to pay the demand of the plaintiff in this action.

The commissions arising from the renting and the costs of this suit have been paid to those to whom due, as may be seen from the receipts herewith filed.

All of which is respectfully submitted, this Oct 16, 1898,

A. M. Goins,
Special Commr.

" " "

79.51
45.37

124.88

L.M. Day for &c.

vs. Comis Report
Hiram Howard
et als.

Filed Oct 16, 1893

C.

E. M. Day for &c.

v6. { Comis Report
of Renting-

Hiram Howard & als.

ⁿFiled Oct. 16, 1893,

A B Munsey C.

L. M. Day for &c.

Hiram Howard et al } In Chy.

To the Hon W. T. Miller, Judge of the
Circuit Court for Lee County, Va.

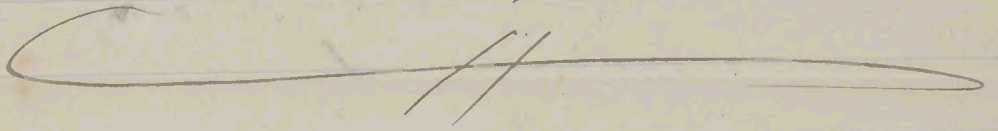
Your undersigned Special Commissioner in the above styled cause begs leave to report that the note executed to him by Hiram J. Howard and J. M. Whitehead on the 18th day of Sept. 1893, for the price paid for the renting of the land in the bill and proceedings mentioned, and as set out fully by your Court, in the report filed herein by him on the 16th day of Oct., 1893, became due & payable on the 18th day of March, 1894, and your Court, has repeatedly informed said purchaser that said note was due and payable, and has requested him to come forward and pay off same; but up to this date he ~~has~~ failed to pay the same, or any part thereof. Under the foregoing circumstances your Court deems it proper to report said delinquency to the Court and to apply for a rule returnable to the first day of the next term of this Court, against the above obligors, to show cause, if any they can, why the land rented by them should

not be ~~not~~ re-rented or sold
to to pay off said purchase
money note -

All of which is respectfully
submitted, this May 22, 1894,

A. M. Guins,

Special Commr.



L. M. Day for vr.

23 { Commr's Report

Hiram Howard and

Filed May 22, 1894.

A. M. Guins

Center

M. J. W.

June 9th 1894

L. M. Day for &c.

vs.

Hiram J. Howard et al. } In Chy.

To the Hon. N. P. Miller, Judge
of the Circuit Court for Lee Co., Va.

Your undersigned Special
Commr. here reports that the note,
executed to him as Commr. on the 18th
day of Sept., 1893, payable six months
after date, for the sum of \$79.51, by
Hiram J. Howard, with J. M. Whitehead
as security, has been paid to him
in full, and that he has fully dis-
bursed the proceeds thereof to the par-
ties to whom the same is due.

Said note is the deferred payment
on the rental value of the land in the
bill and proceedings mentioned in the
above styled cause, and which was
rented by your Commr. as will be
seen by report filed in this cause
on Oct. 16th 1893.

Respectfully submitted, this May
16th, 1896.

A. M. Gains,

Special Commr.

—//—

L.M. Day for &c.

vs { Report of Payment
of note.

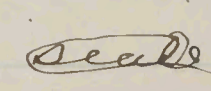
Hiram J. Howard et al

Filed May 16, 1896.
A.B. Munnery Clk

This deed made this October 2nd 1890
between Samuel S. Rose and The-
adasha his wife of the first
part, and John W. Dorton of the
second part all of the county of
Lee State of Virginia, Witnesseth
for the consideration of the sum
ninety six dollars to them paid
the receipt of which is hereby
acknowledged the said Samuel
S. Rose and Theadasha his wife
do bargain and sell to the said
John W. Dorton a piece of land
lying in the same county and
state aforesaid adjoining the
said Dorton, Hiram Howard
and others containing by esti-
mation six acres be the same
more or less and being bound-
ed as follows to wit: Begin-
ning at a triple chestnut
on the north west side of a
public road thence S 63° E 80 1/2
poles to a triple poplar thence
S 76 3/4 W 67 poles to a stake on
the bank of road near a
blacksmith shop thence
running with an old road

with a line of said Dorton N $12\frac{1}{2}$
E 30 poles to a stake on said road
thence with said road N $46\frac{1}{2}$ E
 $14\frac{3}{4}$ poles to a stake on the road
thence S $39\frac{1}{2}$ E - poles not
known to the Beginning, a wagon
road being excepted formally
deeded to Hiram Howard Begin-
ning at the point of a large
rock and running so as to inter-
sect a public road on the upper
side and on the east side of
stables, and the said Samuel
S. Rose and Theodosia his wife
do covenant with the said
John^W Dorton to warrant the title
to the above described tract
of land with all thereto be-
longing free from the claim
of themselves their heirs and
all other persons, Witness the
following signatures and seals

S. S. Rose 

Theodosia^{his wife} Rose 
^{mark}

Virginia Lee County: to wit:

I, William H. Speak a
Notary Public for the County
aforesaid in the State of Virginia

do certify that Samuel S. Rose and
Theodosia Rose his wife whose
names are signed to the foregoing
deed bearing date October 2nd 1890
have acknowledged the same before
me in my County aforesaid,
Given under my hand this Oct
2nd 1890. Wm H. Speake. Notary

Public.

Virginia Lee County to wit:

In the office of the
Clerk of the said County
May 18th 1892. This deed was
presented and together with
the certificate thereto annexed
admitted to record.

Teste J. B. Gibson Clerk

Copy of the Record.

Teste J. B. Gibson Clerk

Geo W. Dorton
Lmry Copy Deed
J. J. Rose & wife
Deed Book
27 P. 547 &c

In the Clerk's Office of the Circuit Court of the Lee Co. Va.

L. M. Day for vs.
against

Plaintiff

Hiram Howard & Samuel Rose Defendant

This day A. M. Gains personally appeared
before me, J. A. G. Hyatt Clerk of the said Court,
and being duly sworn, made oath that Samuel Rose

defendant in the said suit is not resident of the State of Virginia, to the best
his knowledge and belief

Given under my hand as Clerk of the said Court, this 18th day of January 1893

J. A. G. Hyatt

L. M. Day & Co

vs.

{

AFFIDAVIT FOR ORDER
OF
PUBLICATION.

William Howard

& Samuel Rose

Demington, Conn. p. q.

In the Clerk's Office of the Circuit Court of the County of
Lee on the 18th day of January 1893.

L. M. Day for &c
against

Plaintiff

vs. Wiley

William Howard and Samuel Rose,

Defendants.

The object of this suit is to Enforce a Judgment Lien
against the real estate sold by Samuel
Rose to deft. William Howard.

And an affidavit having been made and filed that the defendant Samuel Rose

is not a resident of the State of Virginia, it is ordered that he do appear here, within fifteen days
after due publication hereof, and do what may be necessary to protect his interest in this suit. And
it is further ordered that a copy hereof be published once a week for four weeks in the
and that a copy be posted at the front door of the court house of this
on the first day of the next term of the Court.

A copy—Teste :

Benjamin H. Hains

p. q.

J. A. S. Hyatt

Clerk.

L. M. Day Jr

vs. }

ORDER OF
PUBLICATION.

Hiram Howard
Samuel Rose

I Certify that I posted
a copy of this order
on the C. H. door
on the 20 Jan'y 1893
J. A. Hyatt

The Commonwealth of Virginia.

To The Sheriff of Lee County Greeting:

WE COMMAND YOU TO SUMMON

William J. Howard
Martha J. Howard Geo. W. Garrett
J. F. Clance and Samuel Rose

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the ~~first~~ ^{third} Monday in ~~.....~~ ^{May} next, being rule day to answer a bill in Chancery exhibited in our said Court against ~~.....~~ ^{them} by ~~.....~~ ^{L. M. Day}

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *29* day of *April* 18*93*, in the 11*7* year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste.....Clerk.

(208)

L. M. Day for
3 Spa in
vs 3 Chex on
Amended Bill
Hiram J. Howard et al

To 2^d May Rules 1893.

Executed by delivering
an office copy of the
within summons to
Hiram J. Howard Martha
J. Howard and P. F. Lebon
at this May 10-1893. 4 M.
Weston D. S. for C. E.

Felinary S. L. C
farther executed by
delivering an office
copy of the within
summons to S. W. Smith
this May 10-1893. C. E.
Felinary S. L. C

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

Wiram Howard
and *Samuel Rose*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *February* next, being rule day to answer a bill in Chancery exhibited in our said Court
against *them* by

L. M. Dayfox

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *20th* day of *January* 1893, in the 11⁷ year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

L. M. Day for
 us  Spa in the
 Hiram Howard's

To 1st day Feby. Rules 1893.

Executed by
 delivering a true
 copy of the within
 to Hiram Howard
 Spa. this Feby
 1st 1893.

J. M. Weston Secy.
 for G. E. Flanary
 S. I. C.

IN THE CLERK'S OFFICE of the Circuit
Court of the County of Lee, on the 18th
day of January, 1893.
L. M. Day for &c., Plaintiff, against Hi-
ram Howard and Samuel Rose, De-
fendants—In Ch'cy.

The object of this suit is to enforce a
judgment lien against the real estate
sold by Samuel Rose to Defendant Hiram
Howard. And an affidavit having been
made and filed that the Defendant Sam-
uel Rose is not a resident of the State of
Virginia, it is ordered that he do appear
here, within fifteen days after due pub-
lication hereof, and do what may be
necessary to protect his interest in this
suit. A copy, Teste:

J. A. G. HYATT, Clerk.
PENNINGTON & GOINS, p. q.

Printer's fee \$5.00

Rec'd of A. M. Goins

5.00 which was
assigned to me by Geo. C.
Coleman, in Receipt also
given - Nov 22/1893 D. C. Sewell

VIRGINIA, Lee County, To wit: I

Geo. C. Coleman, editor and publisher

of the LEE COUNTY REPUBLICAN, a news-

paper, printed in the town of Jonesville,

in the county of Lee, Virginia, do here-

by certify that the foregoing order of

publication was duly published in said

paper for four successive weeks, from

and after the 19 day of Jan.....

189..3 Ending on the 2 day of Mar.....

..... 189..2

Geo. C. Coleman,

Editor and Publisher.

L. M. Day for &
Printers
vs $\frac{3}{4}$ Certificate
Hiram Howard et
al

Filed Feb 20 1893
J. A. Hyatt